

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://ceo.lacounty.gov

January 29, 2008

Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS: TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM CITY OF HAWAIIAN GARDENS CITY--COUNTY COOPERATIVE AGREEMENT (SUPERVISORIAL DISTRICT 4) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Public Works or his designee to execute the Cooperative Agreement between the City of Hawaiian Gardens and the County of Los Angeles to participate in the County's Traffic Signal Synchronization Program. This agreement describes the roles and responsibilities of the City and the County in carrying out traffic signal synchronization projects on the stated arterials.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to formalize the roles and responsibilities associated with the operation of traffic signals upon completion of the Department of Public Works' traffic signal synchronization construction projects.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) since the clarification of roles and responsibilities for traffic signal synchronization projects will improve efficiency, quality, and responsiveness of County transportation services to all residents.

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FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached agreement, which has been approved as to form by County Counsel, provides for the City of Hawaiian Gardens and the County of Los Angeles to adhere to stated responsibilities involved in Traffic Signal Synchronization Program (TSSP) projects.

Since 1988, the Department of Public Works has administered TSSP projects, which have provided a means to coordinate synchronization between arterials of regional significance. TSSP projects improve traffic signal operation by upgrading each traffic signal to Federal and State standards. With each project, we typically install additional vehicle detection to enable each intersection to operate as a fully traffic actuated signalized intersection. In addition, appropriate components are also installed to enable each signal to utilize time-based coordination resulting in the synchronization of a series of signals along an arterial route. These improvements have provided congestion relief and substantially increased mobility through reduced travel times.

The intent of this agreement is to document the roles and responsibilities of the City and the County when entering into TSSP projects and to confirm the associated liabilities of each agency. Nothing in this agreement will alter the current roles and responsibilities of the City and County in operating and maintaining the traffic signals and signal systems within their respective jurisdiction.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services.

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CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Traffic and Lighting Division. After final approval by our Director of Public Works, we will provide you with a fully executed original copy for your files.

Respectfully submitted,

WILLIAM T FUJIOKA Chief Executive Officer

WTF:DLW WJW:pc

Attachment

c: Chief Administrative Office County Counsel (Warren Wellen)

AGREEMENT

This AGREEMENT, made and entered into by and between the CITY OF HAWAIIAN GARDENS, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

WITNESSETH

WHEREAS, Carson Street from Pioneer Boulevard to Bloomfield Avenue and Pioneer Boulevard from 215th Street to Carson Street, hereinafter referred to as ARTERIALS, are roadways that are or will soon become a part of the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP); and

WHEREAS, CITY and COUNTY are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along each of the ARTERIALS;

WHEREAS, CITY and COUNTY have previously cooperated, in carrying out traffic signal synchronization projects on ARTERIALS; and

WHEREAS, CITY and COUNTY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the TSSP.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining the traffic signals within CITY's jurisdiction.
- b. To be responsible for maintaining the basic traffic signal timing for the intersections within the jurisdictional boundary of CITY.
- c. To maintain the traffic signal coordination timing along ARTERIALS to promote coordinated traffic operations, multijurisdictional cooperation, and to make the COUNTY aware of any changes implemented to the coordination timing that may impact the coordination of the traffic signals along the ARTERIALS.
- d. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense all improvements to be constructed through the Carson Street TSSP Project as specified in the construction plan documents as shown in Attachment A, within CITY's jurisdiction, including

- the timing of traffic signals on ARTERIALS that supports coordination timing and optimum synchronization of traffic signals on ARTERIALS.
- e. To continue to maintain in good condition and at CITY's expense the improvement previously constructed for Pioneer Boulevard TSSP Project.
- f. To cooperate with COUNTY and provide requested information in a reasonable and timely fashion in connection with COUNTY's preparation of an annual report for the Metropolitan Transportation Authority (Metro) as referred to in Paragraph (2)c below.

(2) COUNTY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of the COUNTY in operating and maintaining the traffic signals and signal systems within CITY's jurisdiction.
- b. As a part of construction of individual TSSP Projects, to develop and implement the traffic signal coordination timing along the ARTERIALS that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.
- c. To file routine reports with the Metro on the efficiency of these Traffic Signal Synchronization Projects by compiling an operational status from individual cities along the ARTERIALS.
- d. To provide a 1-year warranty from the date of field acceptance for all improvements constructed on Carson Street from Pioneer Boulevard to Bloomfield Avenue. The warranty work, if required, shall consist of corrective work related to deficient materials or workmanship completed during the construction of the project. Maintenance work is not eligible.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT does not constitute any financial commitment between the CITY and COUNTY.
- b. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Charles Vosicka

City Engineer

City of Hawaiian Gardens 21815 Pioneer Boulevard

Hawaiian Gardens, CA 90716-1257

COUNTY:

Mr. William Winter

Assistant Deputy Director Traffic and Lighting Division

County of Los Angeles Department of Public Works

P.O. Box 1460

Alhambra, CA 91802-1460

- d. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- e. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

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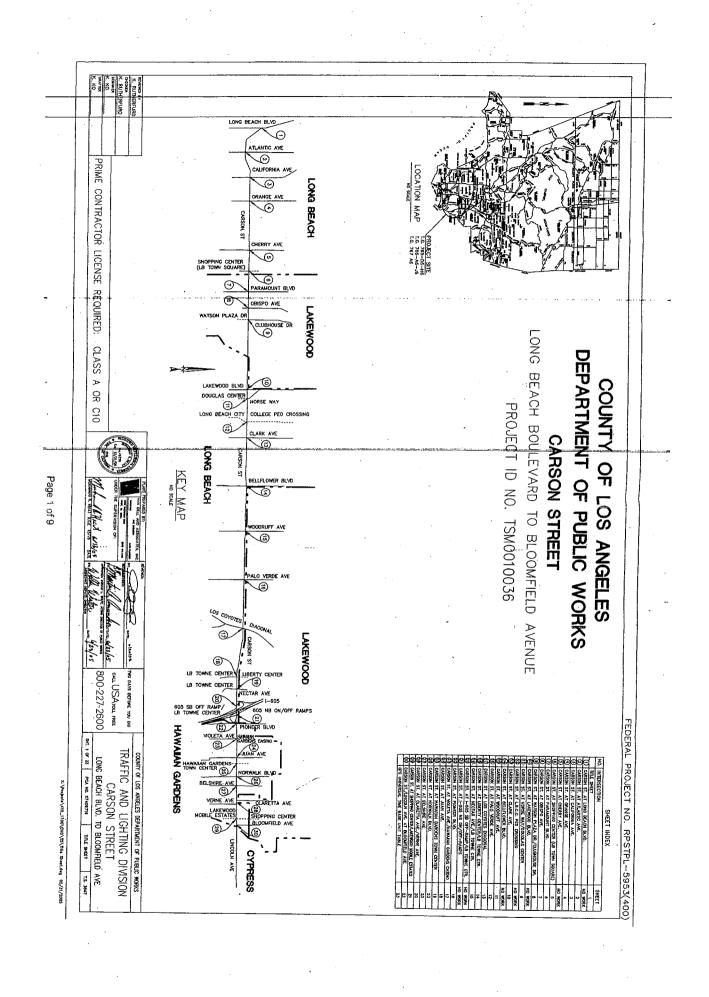
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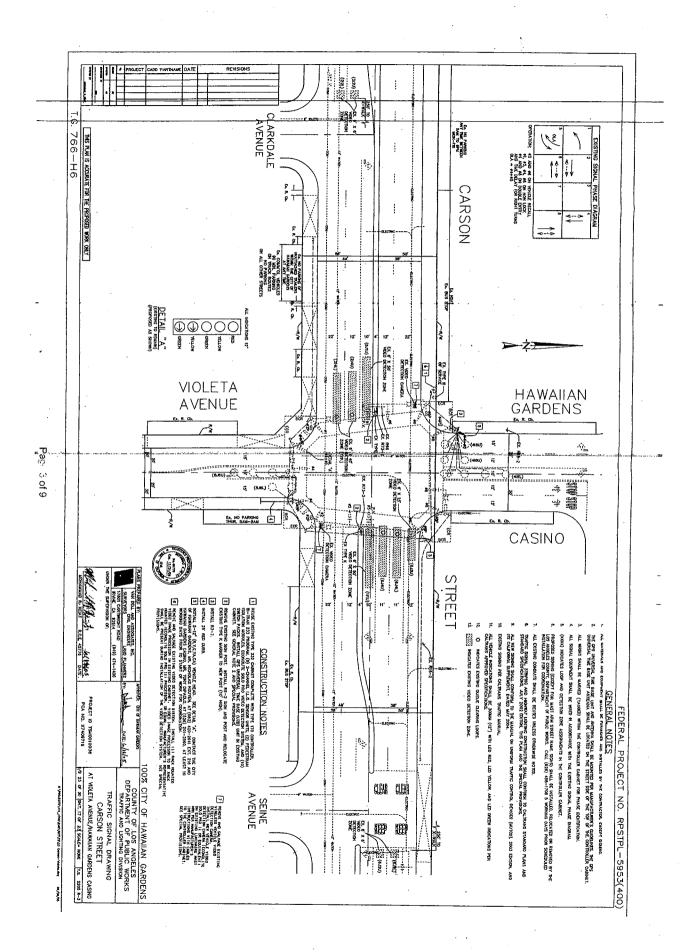
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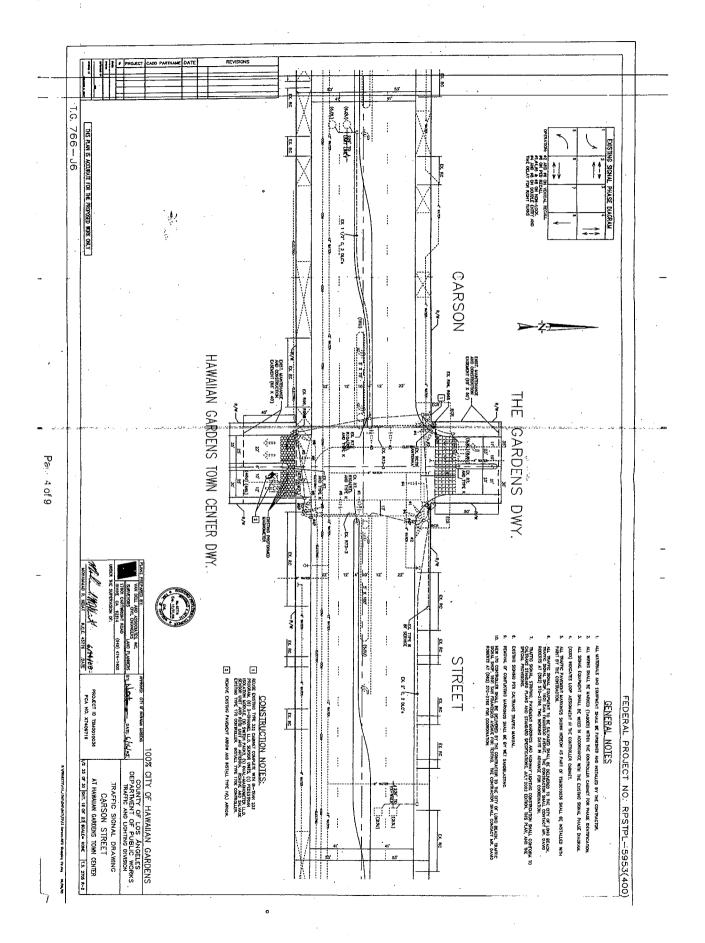
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ATTEST	County of Los Angeles
	By Director of Publici Works
APPROVED:AS TO FORM:	# 1.0 1 0 (1.00 (
(RAYMOND G. FORTNER, JR. 3. County Counsel	
By National Deputy	
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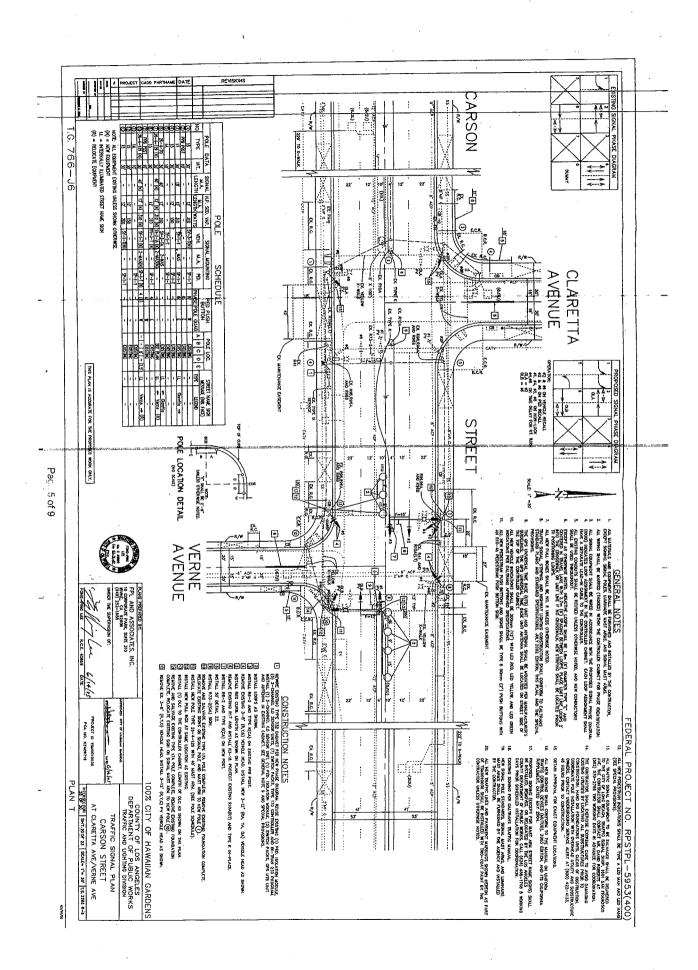
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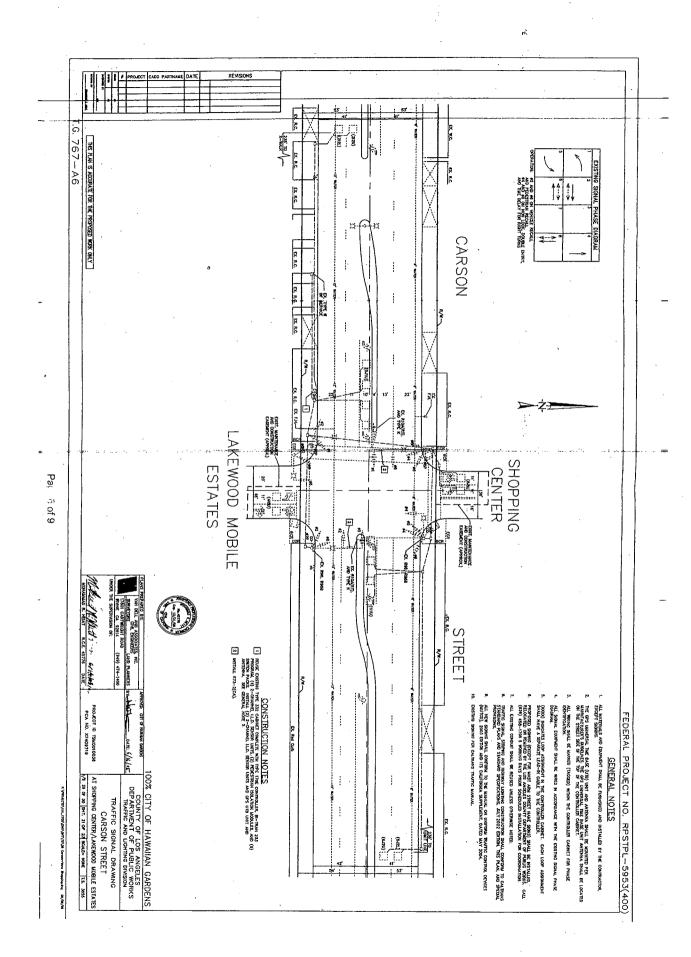
City Attorney

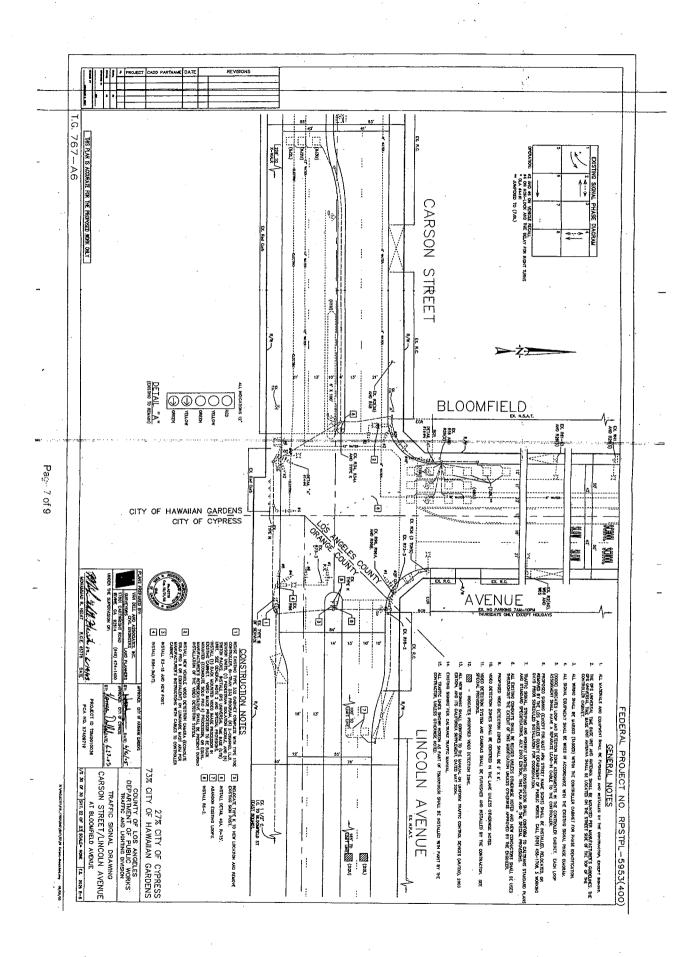












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